

**TIME, DATE, SCOPE AND DURATION  
OF SEALING OR CLOSURE ORDER**

JD-CL-76 Rev. 12-07

P.B. §§ 11-20, 11-20A, 25-59, 25-59A

**STATE OF CONNECTICUT  
SUPERIOR COURT****NOTICE**

No information entitled to  
remain confidential should be  
placed on this form.

FOR COURT USE ONLY	
<input checked="" type="checkbox"/>	SEALOR (Document(s) or file sealed)
<input type="checkbox"/>	LIMITOR (Disclosure limited)
<input checked="" type="checkbox"/>	CLOSEOR (Courtroom closed)
<input type="checkbox"/>	PSEUDOR (Use of pseudonym(s) granted)

Pursuant to Practice Book Sections 11-20, 11-20A, 25-59 and 25-59A the time, date, scope and, except for court closure orders, duration of the order shall be reduced to writing, signed by the judicial authority, and entered by the clerk in the court file. This form should be used for that purpose.

In addition to signing this form, the judicial authority must also comply with the other requirements of the above rules, which include articulating the overriding interest being protected, specifying its findings underlying the order, and either ordering that a transcript of its decision be included in the court file or preparing a memorandum setting forth the reasons for its order. When sealing an entire court file, the judicial authority must also comply with Sections 11-20A(f) and 25-59A(f).

**Instructions to Clerk for Civil and Family Cases:** Complete this form upon issuance of the court order and IMMEDIATELY enter it in the court file. Use Section I for an order sealing document(s) or a file. Use Section II for an order limiting disclosure. Use Section III for an order closing a courtroom. Use Section IV for an order granting permission to use pseudonyms. The judicial authority and clerk must sign Section V. Code this form using the appropriate docket legend(s) for the section(s) of the form completed.

**Additional instructions to Clerk for Civil Cases only:** If Sections I, II or III are completed, IMMEDIATELY post a copy of this form on a bulletin board adjacent to the clerk's office and accessible to the public and fax the form IMMEDIATELY to Court Operations at (860) 263-2773 for posting on the judicial branch website.

JUDICIAL DISTRICT OF <b>Hartford</b>	AT (Town) <b>Hartford</b>	DOCKET NO. <b>CV 10 6010844</b>
CASE NAME (In the case of parties for whom a Motion for Permission to Use Pseudonym(s) was granted, use the pseudonym(s).) <b>ACG Incorporated v. Baillargeon</b>		
<b>SECTION I - ORDER SEALING DOCUMENT(S) OR FILE (Use "SEALOR" Docket Legend)</b>		
DATE OF SEALING ORDER <b>6/8/10</b>	TIME OF SEALING ORDER <b>2:28 pm</b>	DURATION OF SEALING ORDER <b>until 12/31/10, subject to further order of the court</b>
SCOPE OF SEALING ORDER ("X" one) <input type="checkbox"/> Case caption and docket number to be disclosed, contents of file sealed. <input checked="" type="checkbox"/> The following designated motion(s), pleading(s) or other document(s) is/are sealed. (see attached Findings and Order) <b>Exhibits and hearing transcript, as determined by the court</b>		
ENTRY NUMBER(S) OF DOCUMENT(S) SEALED PURSUANT TO THE ORDER <b>Exhibits and hearing transcript, as determined by the court</b>		

**ADDITIONAL ORDERS REGARDING SCOPE**

**See attached Findings and Order (entry # 120)**

<b>SECTION II - ORDER LIMITING DISCLOSURE (Use "LIMITOR" Docket Legend)</b>	
(Use only for order limiting disclosure OTHER THAN SEALING. If order is to seal document(s) or file use Section I above.)	
DATE OF ORDER LIMITING DISCLOSURE	TIME OF ORDER LIMITING DISCLOSURE
DURATION OF ORDER LIMITING DISCLOSURE	ENTRY NUMBER(S) OF APPLICABLE DOCUMENT(S)
SCOPE OF ORDER LIMITING DISCLOSURE (Explain limitation on disclosure, e.g., redaction, but do not include confidential information)	

<b>SECTION III - ORDER CLOSING COURTROOM (Use "CLOSEOR" Docket Legend)</b>		
DATE OF ORDER CLOSING COURTROOM <b>6/8/10</b>	TIME OF ORDER CLOSING COURTROOM <b>2:28 pm</b>	ENTRY NUMBER OF DOCUMENT <b>120</b>

**SCOPE OF ORDER CLOSING COURTROOM**  
**evidentiary hearing on application for temporary injunction - (see attached Findings and Order)**

<b>SECTION IV - ORDER PERMITTING USE OF PSEUDONYM(S) (Use "PSEUDOR" Docket Legend)</b>	
DATE OF ORDER PERMITTING USE OF PSEUDONYM(S)	TIME OF ORDER PERMITTING USE OF PSEUDONYM(S)

DURATION OF ORDER PERMITTING USE OF PSEUDONYM(S)

SCOPE OF ORDER PERMITTING USE OF PSEUDONYM(S)

<b>SECTION V - SIGNATURES (Complete in every case)</b>	
SIGNATURE OF JUDICIAL AUTHORITY 	DATE SIGNED <b>6/8/10</b>
SIGNATURE OF CLERK (Chief Clerk or His/Her Designee) <b>Joanne Murley, DCC</b>	DATE SIGNED <b>6/8/10</b>

120.10  
120.20

DOCKET NO. HHD-CV10-6010844-S : SUPERIOR COURT  
 AGC INCORPORATED : JUDICIAL DISTRICT OF HARTFORD  
 v. : AT HARTFORD  
 DANIEL J. BAILLARGEON AND : JUNE 8, 2010  
 TWIN MANUFACTURING COMPANY :

**FINDINGS AND ORDER REGARDING MOTIONS TO  
 CLOSE THE COURTROOM (#109) AND TO SEAL DOCUMENTS (##107, 111)**

In this action brought pursuant to the Connecticut Uniform Trade Secrets Act ("CUTSA"), Conn. Gen. Stat. § 35-50 et seq., the plaintiff, AGC Incorporated ("AGC"), seeks an order closing the courtroom to the public for discrete portions of a hearing on its application for a temporary injunction in order to protect its alleged trade secrets and other proprietary information. AGC also seeks an order sealing certain exhibits to be submitted to the court during the injunction hearing because such exhibits may also contain trade secrets or proprietary information. Finally, the defendant Twin Manufacturing Company ("Twin"), seeks a sealing order with respect to its exhibits. Based upon the following findings and conclusions, the motions are granted.

1. On May 12, 2010, AGC filed this action against Daniel Baillargeon, who had been AGC's Vice President MRO (Maintenance, Repair, and Overhaul) Sales and Engineering, and Twin, who hired Baillargeon in a business development capacity.

2. This action alleges claims against Baillargeon and Twin for violating CUTSA and the Connecticut Unfair Trade Practices Act ("CUTPA"), Conn. Gen. Stat. §§42-110a et seq., as

Copies mailed 6/8/10 to:

Miguel Escalera, Jr.

Garrett Flynn

Michael Pucci

Rptr. Judicial Decisions

DM, dcc

HARTFORD  
 OFFICE OF THE CLERK  
 JUN 8 - 8 2010

111

well as tortiously interfering with AGC's business and contractual relations. AGC also alleges a claim against Baillargeon for breach of fiduciary duty.

3. On May 12, 2010, this Court granted, in part, AGC's Application for Ex Parte Temporary Injunction. The Court enjoined Baillargeon from using or disclosing any trade secrets, confidential information or proprietary materials of AGC and enjoined Twin from acquiring, using, or disclosing any trade secrets, confidential information or proprietary materials belonging to AGC.

4. On May 24, 2010, AGC filed a Motion to Close Courtroom and Seal Transcript and Motion to File Exhibits Under Seal pursuant to Connecticut Practice Book §§ 11-20(c), 11-20A(c) and the CUTSA, Conn. Gen. Stat. §§ 35-50 et seq.

5. On May 26, 2010, Twin filed a Motion to File Exhibits and Transcripts Under Seal pursuant to CUTSA, Conn. Gen. Stat. § 35-55 and Connecticut Practice Book § 11-20A.

6. AGC's motion to seal the courtroom was filed not less than fourteen days before a hearing on the motion and appeared on the short calendar and the judicial branch's website in compliance with the requirements of Practice Book § 11-20.

7. In their motions, the parties agree that certain trade secrets and/or proprietary information and documents have been alleged to exist in this case. The parties agree, for the purposes of these motions only, that the courtroom should be closed and certain exhibits sealed if and when a party asserts that such steps should be taken to protect the secrecy of such information and documents, pending the Court's determination of whether the information and documents warrants such protection.

8. An evidentiary hearing on AGC's application for a temporary injunction is scheduled for June 10, 2010 and June 11, 2010.

9. AGC alleges, in its complaint, that its blueprints for the toolings used in performing the overhaul and repair of engine components, the assembly tools developed by AGC, an allegedly unique rubber injection process, and overhaul and repair pricing and turnaround times are trade secrets and/or proprietary information of AGC. (Complaint, ¶¶ 8, 9, 14, 15).

10. AGC seeks injunctive relief against the defendants to prevent the use and disclosure of its alleged trade secrets and proprietary information.

11. To prove its case and its continued entitlement to injunctive relief, AGC reasonably anticipates that it will present specific evidence of its alleged trade secrets and/or proprietary information in court, through live testimony and through documents.

12. Accordingly, AGC has requested that the courtroom be closed, and the transcript sealed, only when evidence is presented regarding its alleged trade secrets and proprietary information, whether through Plaintiff's witnesses or Defendants' witnesses. In addition, AGC has requested that documents containing AGC's trade secrets and/or proprietary information be filed under seal when and if any of these documents are admitted into evidence during the hearing.

13. To defend this matter, Twin reasonably anticipates that it will introduce into evidence alleged confidential Pratt & Whitney tooling drawings, Pratt & Whitney engine manual excerpts and Pratt & Whitney part blue prints. Twin contends that the Pratt & Whitney design drawings, blueprints, and engine manual excerpts were provided to Twin under an obligation of confidentiality. Twin also contends that its Long Term Agreement with Pratt & Whitney is confidential.

14. AGC has an overriding interest in maintaining the secrecy of its alleged trade secrets and/or proprietary information and Twin has an overriding interest in maintaining the secrecy of its alleged trade secrets and/or proprietary information, as well as the secrecy of information provided to Twin under an obligation of confidentiality by Twin's customer, Pratt & Whitney.

15. The Connecticut legislature has recognized the importance of protecting alleged trade secrets. Under CUTSA, "a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include . . . holding in-camera hearings [and] sealing the records of the action." Conn. Gen. Stat. § 35-55. The Connecticut Practice Book permits the closure of the court when it "is necessary to preserve an interest which is determined to override the public's interest in attending such a proceeding." Practice Book § 11-20(c).

16. Further, "the general public [has] little interest in the details of the trade secrets," while "the parties themselves have a strong and overriding interest in protecting trade secrets and their confidential business relations and each could be damaged irreparably if proprietary secrets were put into the public domain." (Internal quotation marks and citations omitted). *Aetna, Inc. v. Fluegel*, Docket No. HHD CV 07 4033345 S, judicial district of Hartford (November 27, 2007, *Dubay, J.*).

17. In accordance with CUTSA and Connecticut Practice Book § 11-20 and § 11-20A, and after considering reasonable alternatives, the Court concludes that an order is necessary to preserve the confidentiality of AGC's alleged trade secrets and other alleged proprietary information and the confidentiality of Twin's alleged trade secrets and other alleged proprietary information, as well as the confidentiality of Pratt & Whitney's information provided to Twin.

18. The Court further concludes that AGC's interest in preserving the confidentiality of its alleged trade secrets and other alleged proprietary information and Twin's interest in preserving its alleged trade secrets and other alleged proprietary information, as well as the confidentiality of Pratt & Whitney's information provided to Twin, outweighs the public's interest in access to such information. The Court also finds that AGC and Twin seek to exclude from public access only discrete portions of the hearing and certain exhibits and that this order is no broader than necessary to preserve AGC's and Twin's overriding interests.

19. The Court finds that, without further evidence, it cannot fully and fairly determine whether the alleged trade secrets and other alleged proprietary information constitute trade secrets and/or proprietary information.. To make that determination in open court without protecting the confidentiality of the alleged information would vitiate the fact that they are trade secrets and/or proprietary information, if the Court so finds.

20. Accordingly, having satisfied the requirements of Connecticut Practice Book § 11-20 and § 11-20A, Plaintiff's Motion to Close the Courtroom and Seal Transcript, Plaintiff's Motion to File Exhibits Under Seal, and Defendant Twin's Motion to File Exhibits and Transcripts Under Seal are GRANTED.

21. The Court orders the Courtroom closed, and the transcript sealed, for these proceedings during any testimony that discloses AGC's or Twin's alleged trade secrets and other alleged proprietary information, whether through plaintiff's witnesses or defendants' witnesses.

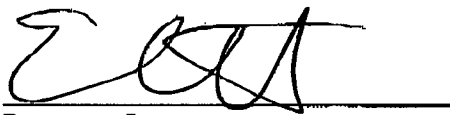
22. The Court further orders that exhibits may be sealed to the extent deemed necessary by the Court to protect any alleged trade secrets and/or proprietary information offered into evidence by any party. The Court will make a determination based on the evidence it

receives during the hearing with respect to each lodged exhibit as to whether it should be filed with the Court under seal pursuant to Connecticut Practice Book § 11-20A.

23. The Court further orders that redacted transcripts of these proceedings be maintained as part of the court file while this Order remains effective.

24. This order shall remain in effect up to and including December 31, 2010, subject to further order of this Court. Upon proper motion, AGC and/or Twin may seek that the sealed portions of the transcript and/or trial exhibits filed under seal, or portions thereof, continue to be maintained under seal beyond December 31, 2010. Such a motion should be filed the Court no later than December 1, 2010.

SO ORDERED:

A handwritten signature in black ink, appearing to be "Prescott, J.", written over a horizontal line.

Prescott, J.